

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

SALLY DAVIS,

Plaintiff,

v.

REPCOLITE PAINTS, INC.,
DANIEL ALTENA, and ED MEISTE,

Defendants.

Case No. 1:11-CV-430

Hon. Janet T. Neff
United States District Judge

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Joint Statement Of Facts

1. Plaintiff Sally Davis commenced this action against Defendants Repcolite Paints, Inc. and Dan Altena on April 28, 2011.
2. Davis asserts claims as follows:
 - a. Count I: Equal Pay Act
 - b. Count II: Sexual Harassment/Retaliation under Title VII
 - c. Count III: Sexual Harassment/Retaliation under M.E.L.C.R.A.

Repolite Background

3. Repolite is a Michigan corporation that makes and sells paint, and sells related products.
4. Dan Altena has been the President of Repcolite since 2004.
5. Repcolite operates a lab and plant on 17th Street in Holland, Michigan at which it makes paint and wood finishes

Davis' Employment at the Plainfield and Caledonia Stores

6. Davis was employed by RepcoLite starting in about 1993.
7. From 1993-2007, Davis was employed as a retail salesperson at the RepcoLite store located on Plainfield Avenue in Grand Rapids, Michigan.
8. At the end of 2007, RepcoLite decided to experiment with a small outlet in a builder's center in Caledonia, Michigan and Davis managed the store.
9. In late 2007 Davis became general manager of wallpaper for all stores that sold wallpaper as one part of her duties.
10. Davis was the only employee at the Caledonia outlet.
11. During 2008, Davis reported directly to Altena.

Davis' employment at the Lakewood Store

12. When the Caledonia outlet closed in late December 2008, Davis was given the option to transfer to the Lakewood store, which Davis accepted.
13. Davis started at the Lakewood store in late December, 2008.
14. At the Lakewood store, Davis' position was subordinate to the Lakewood Store manager, to whom she reported.

15. From the beginning of her employment at the Lakewood store, Davis knew that her position was subordinate to the store manager, Ed Meiste, and that Meiste was her boss.

16. Davis received her written job description in August of 2007 while employed at the Plainfield store. She received no subsequent written job descriptions.

17. Davis did not supervise any employees.

18. On or about February 26, 2009, Davis complained to Dan Altena that the Ed Meiste was harassing her, claiming that when she had mentioned doing something outside of work, he asked if she did that naked?

19. For example, Davis complained that if she said that she went to the grocery store, he asked if she did that naked; if she said that she went to see a movie, he asked if she did that naked.

20. Davis agrees that the comments stopped soon after she complained to management.

21. Davis asserts that the comments were made in the store up to several times per day.

22. There were normally other employees around during the same time Davis and Meiste worked together in the Lakewood store.

23. Davis asserts that Meiste asked this same question (were you naked when ...) to Dan Hanson, a male employee of RepcoLite.

24. Davis did not complain that Alkema and Matelski sexually harassed her.

25. In 2009, Davis complained to Dan Altena about the behavior of Scott Alkema and Jennifer Matelski who Davis asserted were openly flirting and physical with each other in front of co-workers and customers.

26. Davis complained to Dan Altena about the way Meiste, Alkema and Matelski treated her.

27. In April 28, 2012 Dan Altena notified Davis that she would be terminated effective April 30, 2010.
28. Once she received the notice, she stopped reporting to work on April 28.
29. RepcoLite voluntarily paid Davis 6 weeks of severance pay totaling \$2,880.
30. Repcolite has had an employee manual for many years.
31. The employee manual includes the following provisions:
 - a. Employees are employees at will (Section 2.1 on page 2)
 - b. Sexual discrimination and harassment are prohibited (Section 23.4 on page 9)
32. The statute of limitations on the EPA claims bars recovery for periods before April 28, 2009 unless the violation was willful as defined by law. If the violation was willful, the SOL bars recovery for periods before April 28, 2008.
33. Davis does not make claim for damages for sexual harassment against Repcolite.

Dated: August 30, 2012

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